



Rekha Nair & Associates

Advocates & Legal Consultants

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Ref. No:- RN/SBI-BRB/TBZL-2

September 20, 2024

The Deputy General Manager
State Bank of India,
Backbay Reclamation Branch,
Tulsiani Chambers, First Floor,
Free Press Journal Marg, Nariman Point,
Mumbai-400021.

Dear Sir/Madam,

Annexure – 1

REPORT OF INVESTIGATION OF TITLE IN RESPECT OF IMMOVABLE PROPERTY

1.	a) Name of the Branch/Business Unit Office seeking opinion	State Bank of India, Backbay Reclamation Branch, Nariman Point, Mumbai.
	b) Reference No. and date of the letter under the under the cover of the documents tendered for scrutiny are forwarded	As per instructions from Bank.
	c) Name of the Borrowers.	M/s. Tribhovandas Bhimji Zaveri Limited.
2.	a) Type of Loan	Working Capita Loan
	b) Type of property	Land and Building
3.	a) Name of the Unit/ Concern/ Company/ person offering the property/(ies) as security.	M/s. Tribhovandas Bhimji Zaveri Limited
	b) Constitution of the unit/concern/person offering the property for creation of charge.	Public Limited Company
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.	Borrower/Mortgagor
4.	Value of Loan (Rs. in crores)	Total limit Rs. 625 Crores (SBI limit Rs. 120 Crores)



5.	Complete or full description of the immovable property/(ies) offered as security including the following details.	<p>(i) All that piece or parcel of land bearing Collector's Old No.523, New No.2541, Old S. No.3198, New S. No.1997, Cadastral Survey No.1/1253 of Bhuleshwar Division, in the Registration Dist. and Sub-Dist. of Mumbai City-Property No.01.</p> <p>(ii) All that piece or parcel of land bearing Cadastral Survey No.1252, of Bhuleshwar Division, in the Registration Dist. and Sub-Dist. of Mumbai City -Property No.02.</p> <p>(iii) All that piece or parcel of land bearing Collector's Old No.523, New No.2541, Old S. No.3198, New S. No.1907, Cadastral Survey No.1253 of Bhuleshwar Division, in the Registration Dist. and Sub-Dist. of Mumbai City -Property No.03.</p>
	a) Survey No.	C. S. No.1/1253, 1253, 1252
	b) Door no. (in case of house property)	Not Applicable.
	c) Extent/ area including plinth/ built up area in case of house property	Not Applicable.
	d) Locations like name of the place, village, city, registration, sub-district etc.	Bhuleshwar Division, in the Registration District and Sub-District of Mumbai City.
6.	a) Particulars of the documents scrutinized-serially and chronologically	Mentioned herein under.
	b) Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified. Note: Only originals or certified extracts from the registering/land/ revenue/ other authorities be examined.	Mentioned herein under. Note: Original documents are held with the existing lenders.



Sr. No.	Date of Document	Name/Nature of Document	Original/ Certified Photocopy/ true copy	In case of copies, whether the original was scrutinized by the advocate.
1.	11/08/1921	Indenture Deed dated 11/08/1921, executed between Shri Narottamdas Arjun and Shri Tulsidas Najabhai, as the Vendors' and Shri Tribhuvandas Bhimji and Shri Amratal Bhimji the Purchasers, whereby said vendors sold, transferred said property No.01 to the Purchasers, registered under Sr. No.4283-1921 dated 22/09/1921 and Final Registration Sr. No.3162-1921, at office of Sub-Registrar, Bombay.	Original	Not Applicable
2.	21/11/1930	Indenture Deed dated 21/11/1930, executed between Trustees of Tulsidas Gopalji Charitable, as 'The vendor' and Shri Tribhuvandas Bhimji and Shri Amratal Bhimji, as the Purchasers, whereby said Vendor sold transferred said Property-2 to said Purchasers, registered under Sr.No.BOM-5366-1930 dated 12/12/1930, at office of Sub-Registrar, Bombay.	Original	Not Applicable
3.	01/08/1935	Indenture dated 01.08.1935 executed between Mrs. Kulsumbai w/o Mr. Salehat Shaikh Tyabbhai Kothari, as the vendor' and Mr. Tribhuvandas Bhimji and Mr. Amratal Bhimji, as 'The Purchasers, whereby said vendor sold transferred said Property-3 to said Purchaser, registered under S. No.BOM-3023-1935 dated 23/08/1935, office of Sub-Registrar, Bombay.	Original	Not Applicable



4.	03/01/1949	Deed of Partnership 03/01/1949, executed between (1)M. Ms. Tribhuvandas Bhimji Jhaveri (2) Amratlal Bhimji (3) Mrs.Monghibai Tribhowandas Bhimji,(4)Mrs. Monghibai Amratlal Bhimji (5) Ratilal Ms. Tribhuvandas Bhimji Jhaveri (6) Mangaldas Trihowandas Bhimji (7) Mr. Vrajlal Ms. Tribhuvandas Bhimji Jhaveri ,(8) Mr, Gopaldas Tribhowandas Bhimji and (9) Ramnikal Amratlal, registered under Sr. No.29324 dated 15/01/1949 and by Declaration dated 06/07/1955, all the assets of HUF business including Said Properties were treated as Assets brought in Partnership firm and /these properties become assets of Ms. Ms. Tribhuvandas Bhimji Jhaveri Zaveri.	Original	Not Applicable
5.	24/07/2007	Certificate of Incorporation dated 24.07.2007 bearing Reg. No U227205MH2007PTC172598 / 2007- 2008 issued by the Registrar of Companies, Maharashtra.	Photocopy	Yes
6.	04/12/2008	Deed of Declaration cum Indemnity dated 04.12.2008, was executed by Shrikant Gopaldas Zaveri, Binaisha Shrikant Zaveri and Raashi Shrikant Zaveri, registered under Sr. No BBE3-08852-2008 on 05/12/2008, at office of Sub-Registrar, Mumbai City-3 with Stamp Duty, Registration Receipt/s and Index II.	Original	Not Applicable
7.	--	Property Card	Photocopy	Yes
7. (a)	Whether certified copy of all title documents are obtained from the relevant sub-registrar office and compared with the documents made available by the proposed mortgagor? (Please also enclose all such certified copies and relevant fee receipts along with the TIR.) (HL : If the value of loan => Rs.1 crore and in case of commercial loans irrespective of the loan component)		Yes	



b	Whether all pages in the certified copies of title documents which are obtained directly from Sub-Registrar's office have been verified page by page with the original documents submitted? (In case originals title deed is not produced for comparing with the certified or ordinary copies, the matter should be handled more diligently & cautiously).	Yes
8. a	Whether the records of registrar office or revenue authorities relevant to the property in question are available for verification through any online portal or computer system?	Yes
b	If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.	We have cross checked and nothing adverse observed.
c	Whether the genuineness of the stamp paper is possible to be got verified from any online portal and if so whether such verification was made?	Genuineness of the stamp paper is not possible to get verified from any online portal since stamp duty is paid in offline mode.
d	Whether proper registration of documents completed. Details thereof to be provided.	Yes, kindly refer flow of Title
9. a	Property offered as security falls within the jurisdiction of which sub-registrar office?	Sub-Registrar of Assurances at Mumbai City.
b	Whether it is possible to have registration of documents in respect of the property in question, at more than one office of sub-registrar/district registrar/ registrar- general. If so, please name all such offices?	Sub-Registrar of Assurances at Mumbai City.
c	Whether search has been made at all the offices named at (b) above?	Yes
d	Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?	Not Applicable.
10. a	Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title/interest to the current title holder. In case of property offered as security for loans of Rs.1.00 crore and above, search of title/ encumbrances for a period of not less than 30 years is mandatory. (Separate Sheets may be used)	<u>As per Annexure-3.</u>



b	Wherever Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the Title.	No
c	Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible, the modalities/procedure to be followed including court permission to be obtained and the reasons for coming to such conclusion.	No Minor's interest involved.
11. a	Nature of Title of the intended Mortgagor over the Property (whether full ownership rights, Leasehold Rights, Occupancy/ Possessory Rights or Inam Holder or Govt. Grantee/ Allottee etc.)	Ownership rights
	If Ownership Rights,	Yes
a	Details of the Conveyance Documents	<p>1. Indenture Deed dated 11/08/1921, executed between Shri Narottamdas Arjun and Shri Tulsidas Najabhai, as the Vendors' and Shri Tribhuvandas Bhimji and Shri Amratal Bhimji the Purchasers, whereby said vendors sold, transferred said property No.01 to the Purchasers, registered under Sr. No.4283-1921 dated 22/09/1921 and Final Registration Sr. No.3162-1921, at office of Sub-Registrar, Bombay.</p> <p>2. Indenture Deed dated 21/11/1930, executed between Trustees of Tulsidas Gopalji Charitable, as 'The vendor' and Shri Tribhuvandas Bhimji and Shri Amratal Bhimji, as the Purchasers, whereby said Vendor sold transferred said Property-2 to said Purchasers, registered under Sr.No.BOM-5366-1930 dated 12/12/1930, at office of Sub-Registrar, Bombay.</p> <p>3. Indenture dated 01.08.1935 executed between Mrs. Kulsumbai w/o Mr. Salehat Shaikh Tyabbhai Kothari, as the vendor' and Mr. Tribhuvandas Bhimji and Mr. Amratal Bhimji, as 'The Purchasers, whereby said vendor sold transferred said Property-3 to said Purchaser, registered under S. No.BOM-3023-1935 dated 23/08/1935, office of Sub-Registrar, Bombay.</p>



b	Whether the document is properly stamped.	Yes
c	Whether the document is properly registered.	Yes
	If leasehold, whether;	Not Applicable
a	The Lease Deed is duly stamped and registered	Not Applicable
b	The lessee is permitted to mortgage the Leasehold right,	Not Applicable
c	Duration of the Lease/unexpired period of lease,	Not Applicable
d	If, a sub-lease, check the lease deed in favour of Lessee as to whether Lease deed permits sub-leasing and mortgage by Sub-Lessee also.	Not Applicable
e	Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	Not Applicable
f	Right to get renewal of the leasehold rights and nature thereof.	Not Applicable
	If Govt. grant/ allotment/Lease-cum/Sale Agreement / Occupancy / Inam Holder / Allottee etc, whether;	Not Applicable
a	Grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions?	Not Applicable
b	The mortgagor is competent to create charge on such property?	Not Applicable
c	Any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available?	Not Applicable
	If occupancy right, whether;	Yes
a	Such right is heritable and transferable,	Yes
b	Mortgage can be created.	Yes
12.	Has the property been transferred by way of Gift/Settlement Deed	No
a	The Gift/Settlement Deed is duly stamped and registered;	Not Applicable
b	The Gift/Settlement Deed has been attested by two witnesses.	Not Applicable
c	Whether there is any restriction on the Donor in executing the gift/settlement deed in question?	Not Applicable
d	The Gift/Settlement Deed transfers the property to Donee;	Not Applicable
e	Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separate writing or by implication or by actions?	Not Applicable



f	Whether the Donee is in possession of the gifted property?	Not Applicable
g	Whether any life interest is reserved for the Donor or any other person and whether there is a need for any other person to join the creation of mortgage;	Not Applicable
h	Any other aspect affecting the validity of the title passed through the gift/settlement deed.	Not Applicable
13.	Has the property been transferred by way of partition / family settlement deed	No
a	Whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage.	Not Applicable
b	Whether mutation has been effected	Not Applicable
c	Whether the mortgagor is in possession and enjoyment of his share.	Not Applicable
d	Whether the partition made is valid in law and the mortgagor has acquired a mortgage able title thereon.	Not Applicable
e	In respect of partition by a decree of court, whether such decree has become final and all other conditions/ formalities are completed/ complied with.	Not Applicable
f	Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages?	Not Applicable
14.	Whether the title documents include any testamentary documents /wills?	No
a.	In case of wills, whether the will is registered will or unregistered will?	Not Applicable
b.	Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	Not Applicable
c.	Whether the property is mutated on the basis of will?	Not Applicable
d.	Whether the original will is available?	Not Applicable
e.	Whether the original death certificate of the testator is available?	Not Applicable



f.	What are the circumstances and/or documents to establish the will in question is the last and final will of the testator?	Not Applicable
g.	Comments on the circumstances such as the availability of a declaration by all the beneficiaries about the genuineness/ validity of the will, all parties have acted upon the will, etc., which are relevant to rely on the will, availability of Mother/Original title deeds are to be explained.	Not Applicable
15.	Whether the property is subject to any wakf rights / belongs to church / temple or any religious / other institutions	No
a	Any restriction in creation of charges on such properties?	Not Applicable
b	Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	Not Applicable
16	Where the property is a HUF/joint family property?	No
a		
b.	Whether mortgage is created for family benefit/legal necessity, whether the Major Coparceners have no objection/join in execution, minor's share if any, rights of female members etc.	Not Applicable
c	Please also comment on any other aspect which may adversely affect the validity of security in such cases?	Not Applicable
17.	Whether the property belongs to any trust or is subject to the rights of any trust?	No
a		
b	Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	Not Applicable
c	If YES, additional precautions/permissions to be obtained for creation of valid mortgage?	Not Applicable
d	Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	Not Applicable
18	Is the property an Agricultural land	No
a	Whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage?	No
b	In case of agricultural property other relevant records/documents as per local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage?	Not Applicable



c	In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed / permission obtained?	Not Applicable
19. a	Whether the property is affected by any local laws or special enactments or other regulations having a bearing on the security creation/mortgage (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance, etc.)?	No
b	Additional aspects relevant for investigation of title as per local laws.	Not Applicable
20. a	Whether the property is subject to any pending or proposed land acquisition proceedings?	No
b	Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry?	No
21. a	Whether the property is involved in or subject matter of any litigation which is pending or concluded?	No
b	If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	Not Applicable
c	Whether the title documents have any court seal/ marking which points out any litigation/ attachment/security to court in respect of the property in question? In such case please comment on such seal/marking?	Not Applicable
22. a	In case of partnership firm, whether the property belongs to the firm and the deed is properly registered?	Not Applicable
b	Property belonging to partner(s), whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?	Not Applicable
c	Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm?	Not Applicable

23. a	Whether the property belongs to a Limited Company, check the Board resolution, authorisation to create mortgage/execution of documents, Registration of any prior charges with the Company Registrar (ROC), Articles of Association /provision for common seal etc.	Yes, the property belongs to a Public Limited Company. Necessary board resolution including authorization to create mortgage/ execution of documents under the common seal of the Company, if applicable is passed by the Borrower Company at the time of creation/ extension of mortgage.
b/1	Whether the property (to be mortgaged) is purchased by the above Company from any other Company or Limited Liability Partnership (LLP) firm? Yes / No.	No
b/2	If yes, whether the search of charges of the property (to be mortgaged) has been carried out with Registrar of Companies (ROC) in respect of such vendor company / LLP (seller) and the vendee company (purchaser)?	Not Applicable
b/3	Whether the above search of charges reveals any prior charges/encumbrances, on the property (proposed to be mortgaged) created by the vendor company (seller)?	The said property is mortgaged with Members of SBI Consortium.
b/4	If the search reveals encumbrances / charges, whether such charges / encumbrances have been satisfied?	No
24.	In case of Societies, Association, the required authority/power to borrow and whether the mortgage can be created, and the requisite resolutions, bye-laws.	Not Applicable
25. a	Whether any POA is involved in the chain of title during the period of search?	No
b	Whether the POA involved is one coupled with interest, i.e. a Development Agreement – cum - Power of Attorney. If so, please clarify whether the same is a registered document and hence it has created an interest in favour of the builder/developer and as such is irrevocable as per law.	Not Applicable
	In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz. Companies/ Firms/Individual or Proprietary Concerns in favour of their Partners/ Employees/ Authorized Representatives to sign Flat Allotment Letters, NOCs, Agreements of Sale, Sale Deeds, etc. in favour of buyers of flats/units (Builder's POA) or (ii) other type of POA (Common POA).	Not Applicable



c	In case of Builder's POA, whether a certified copy of POA is available and the same has been verified/compared with the original POA.	Not Applicable
d	In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA. i) Whether the original POA is verified and the title investigation is done on the basis of original POA? ii) Whether the POA is a registered one? iii) Whether the POA is a special or general one? iv) Whether the POA contains a specific authority for execution of title document in question?	Not Applicable
e	Whether the POA was in force and not revoked or had become invalid on the date of execution of the document in question? (Please clarify whether the same has been ascertained from the office of sub-registrar also?)	Not Applicable
f	Please comment on the genuineness of POA?	Not Applicable
g	The unequivocal opinion on the enforceability and validity of the POA.	Not Applicable
26.	Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/ stamped/ authenticated in terms of the Law of the place, where it is executed.	No
27.	If the property is a flat/apartment or residential/commercial complex	The property is land
a	Promoter's/Land owner's title to the land/building;	Not Applicable
b	Development Agreement/Power of Attorney;	Not Applicable
c	Extent of authority of the Developer/builder;	Not Applicable
d	Independent title verification of the Land and/or building in question;	Not Applicable
e	Agreement for sale (duly registered);	Not Applicable
f	Payment of proper stamp duty;	Not Applicable
g	Requirement of registration of sale agreement, development agreement, POA, etc.;	Not Applicable
h	Approval of building plan, permission of appropriate/local authority, etc.;	Not Applicable
i	Conveyance in favour of Society/Condominium concerned;	Not Applicable

j	Occupancy Certificate/allotment letter/letter of possession;	Not Applicable
k	Membership details in the Society etc.;	Not Applicable
l	Share Certificates;	Not Applicable
m	No Objection Letter from the Society;	Not Applicable
n	All legal requirements under the local/Municipal laws, regarding ownership of flats/ Apartments/Building Regulations, Development Control Regulations, Co- operative Societies' Laws etc.	Not Applicable
o	Requirements, for noting the Bank charges on the records of the Housing Society, if any;	Not Applicable
p	If the property is a vacant land and construction is yet to be made, approval of layout and other precautions, if any.	Not Applicable
q	Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	Not Applicable
II. A	Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act,2016?	Not Applicable.
II. B	Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished,	Not Applicable.
II. C	Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?	Not Applicable.
II. D	Whether the details of the apartment/ plot in question are verified with the list of number and types of apartments or plots booked as uploaded by the promoter in the website of Real Estate Regulatory Authority?	Not Applicable.
28.	Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.	The subject property is mortgaged with State Bank of India.
29.	The period covered under the Encumbrances Certificate and the name of the person in whose favour the encumbrance is created and if so, satisfaction of charge, if any.	Not Applicable. We have taken search with the Sub-Registrar Office at Mumai City for the period of 30 years from 1994 to 2024 where we have found that the subject property is mortgaged with Members of SBI Consortium.
30.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Property Tax has been paid.



31. a	Urban land ceiling clearance, whether required and if so, details thereon.	Not Applicable
b	Whether No Objection Certificate under the Income Tax Act is required / obtained?	Yes, required. However, in the absence of any notice of pendency of any proceedings or demand notice by Income Tax Department, a Declaration cum Indemnity by Mortgagor along with Certificate from a Chartered Accountant to this effect may be taken till the Mortgagor obtains, Certificate u/s 281 of the Income Tax Act 1961.
32. a	Details of RTC extracts/mutation extracts/ Katha extract pertaining to the property in question.	Not Applicable
b	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	Yes, in Revenue records.
33. a	Whether the property offered as security is clearly demarcated?	Yes
b	Whether the demarcation/ partition of the property is legally valid?	Yes
c	Whether the property has clear access as per documents? (The property should be legally accessible through normal carriers to transport goods to factories / houses, as the case may be).	Yes
34. a	Whether the property can be identified from the following documents: a) Document in relation to electricity connection; b) Document in relation to water connection; c) Document in relation to Sales Tax Registration, if any applicable; d) Other utility bills, if any.	Yes, the property can be identified from the electricity bill and no discrepancy observed.
b	Discrepancy/doubtful circumstances, if any revealed on such scrutiny?	No
35. a	Whether the documents i.e. Valuation report / approved sanction plan reflects / indicate any difference / discrepancy in the boundaries in relation to the Title Document / other document. (If the valuation report and /or approved plan are not available at the time of preparation of TIR, please provide these comments subsequently, on receipt of the same).	As per the Valuation Report there is no difference / discrepancy in the Title Document.
36. a	Whether the Bank will be able to enforce SARFAESI Act, if required against the property offered as security?	Yes

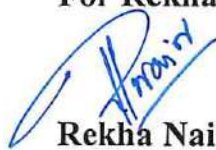


b	Property is SARFAESI compliant	Yes
37. a	Whether original title deeds are available for creation of equitable mortgage.	Yes
b	In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard.	Not Applicable
38.	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	Notice of Intimation and CERSAI should be done within 30 days from the creation of equitable mortgage and/or disbursement of loan amount.
39.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	Authorised signatory of M/s. Tribhovandas Bhimji Zaveri Limited.

Note: In case separate sheets are required, the same may be used, signed and annexed.

Signature of the Advocate

For Rekha Nair and Associates


Rekha Nair
Advocate
Place: Mumbai



Annexure-2
CERTIFICATE OF TITLE

We have examined the Original Title Deeds intended to be deposited relating to the schedule property/(ies) and offered as security by way of **Registered Mortgage** and that the documents of title referred to in the Opinion are valid evidence of Right, title and Interest and that if the said Registered Mortgage is created, it will satisfy the requirements of creation of Registered Mortgage and we further certify that:

2. We have examined the Documents in detail, taking into account all the Guidelines in the check list vide **Annexure B** and the other relevant factors.
3. We confirm having made a search in the Land/Revenue records. We also confirm having verified and checked the records of the relevant Government Offices/Sub-Registrar(s) Office(s), Revenue Records, Municipal/ Panchayat Office, Land Acquisition Office, Registrar of Companies Office, Wakf Board (wherever applicable). We do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage. We are liable /responsible, if any loss is caused to the Bank due to negligence on our part or by our agent in making search.
4. Following scrutiny of Land Records/ Revenue Records, relative Title Deeds, certified copies of such title deeds obtained from the concerned registrar office and encumbrance certificate (EC), we hereby certify the genuineness of the Title Deeds. Suspicious/ Doubt, if any, has been clarified by making necessary enquiries.
5. **Except Members of SBI Consortium**, there are no prior Mortgage/ Charges/ encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 1993 to 2024 pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances.
6. In case of second/subsequent charge in favour of the Bank, there are no other mortgages/charges other than already stated in the Loan documents and agreed to by the Mortgagor and the Bank (Delete, whichever is inapplicable).
7. Minor/(s) and his/ their interest in the property/(ies) is to the extent specify. (Not Applicable).
8. The Mortgage if created will be available to the Bank for the Liability of the Intending Borrower, **M/s. Tribhovandas Bhimji Zaveri Limited**.



9. We certify that **M/s. Tribhovandas Bhimji Zaveri Limited.**, acquire/s absolute, valid, clear and Marketable Title over Schedule property/(ies). We further certify that above Title deeds are genuine and a valid mortgage can be created and said Mortgage would be enforceable.

10. It is advisable to obtain the following Title Deeds/ Documents and keep with the Bank in addition to the proposed Registered Mortgage in favor of the Bank.

Sr. No.	Date of Document	Name/Nature of Document	Original/ Certified Photocopy/ true copy
1.	11/08/1921	Indenture Deed dated 11/08/1921, executed between Shri Narottamdas Arjun and Shri Tulsidas Najabhai, as the Vendors' and Shri Tribhuvandas Bhimji and Shri Amratal Bhimji the Purchasers, whereby said vendors sold, transferred said property No.01 to the Purchasers, registered under Sr. No.4283-1921 dated 22/09/1921 and Final Registration Sr. No.3162-1921, at office of Sub-Registrar, Bombay.	Original
2.	21/11/1930	Indenture Deed dated 21/11/1930, executed between Trustees of Tulsidas Gopalji Charitable, as 'The vendor' and Shri Tribhuvandas Bhimji and Shri Amratal Bhimji, as the Purchasers, whereby said Vendor sold transferred said Property-2 to said Purchasers, registered under Sr.No.BOM-5366-1930 dated 12/12/1930, at office of Sub-Registrar, Bombay.	Original
3.	01/08/1935	Indenture dated 01.08.1935 executed between Mrs. Kulsumbai w/o Mr. Salehat Shaikh Tyabbhai Kothari, as the vendor' and Mr. Tribhuvandas Bhimji and Mr. Amratal Bhimji, as 'The Purchasers, whereby said vendor sold transferred said Property-3 to said Purchaser, registered under S. No.BOM-3023-1935 dated 23/08/1935, office of Sub-Registrar, Bombay.	Original
4.	03/01/1949	Deed of Partnership 03/01/1949, executed between (1)M. Ms. Tribhuvandas Bhimji Jhaveri (2) Amratlal Bhimji (3) Mrs.Monghibai Tribhowandas Bhimgji,(4)Mrs. Monghibai Amratlal Bhimji (5) Ratilal Ms. Tribhuvandas Bhimji Jhaveri (6) Mangaldas Trihowandas Bhimji (7) Mr. Vrajlal Ms. Tribhuvandas Bhimji Jhaveri ,(8) Mr, Gopaldas Tribhowandas Bhimji and (9) Ramnikal Amratlal, registered under Sr. No.29324 dated 15/01/1949 and by Declaration dated 06/07/1955, all the assets of HUF business includng Said	Original



		Properties were treated as Assets brought in Partnership firm and /these properties become assets of Ms. Ms. Tribhuvandas Bhimji Jhaveri Zaveri.	
5.	24/07/2007	Certificate of Incorporation dated 24.07.2007 bearing Reg. No U227205MH2007PTC172598 / 2007- 2008 issued by the Registrar of Companies, Maharashtra.	Photocopy
6.	04/12/2008	Deed of Declaration cum Indemnity dated 04.12.2008, was executed by Shrikant Gopaldas Zaveri, Binaisha Shrikant Zaveri and Raashi Shrikant Zaveri, registered under Sr. No BBE3-08852-2008 on 05/12/2008, at office of Sumb-Registrar, Mumbai City-3 with Stamp Duty, Registration Receipt/s and Index II.	Original
7.	--	Latest Municipal Assessment and outgoing bills	Photocopy

11. There are no legal impediments for creation of the Mortgage under any applicable Law/ Rules in force.
12. It is certified that the property is SARFAESI compliant.

SCHEDULE OF THE PROPERTY/IES

- (i) All that piece or parcel of land bearing Collector's Old No.523, New No.2541, Old S. No.3198, New S. No.1997, Cadastral Survey No.1/1253 of Bhuleshwar Division about 149 Sq. yards i.e. 123.84 sq. mtrs. in the Registration Dist. and Sub-Dist. of Mumbai City-Property No.01.
- (ii) All that piece or parcel of land bearing Cadastral Survey No.1252, of Bhuleshwar Division about 174.89 Sq. yards i.e. 141.40 sq. mtrs. in the Registration Dist. and Sub-Dist. of Mumbai City -Property No.02.
- (iii) All that piece or parcel of land bearing Collector's Old No.523, New No.2541, Old S. No.3198, New S. No.1907, Cadastral Survey No.1253 of Bhuleshwar Division about 104.66 Sq. yards i.e. 87.51 sq. mtrs, in the Registration Dist. and Sub-Dist. of Mumbai City -Property No.03.

Yours truly,
For Rekha Nair & Associates


Rekha Nair
Advocate



Place: Mumbai

Annexure-3

FLOW OF TITLE

We observe from the document produced before us that, all that piece or parcel of land bearing Collector's Old No.523, New No.2541, Old S. No.3198, New S. No.1997, Cadastral Survey No.1/1253 of Bhuleshwar Division about 149 Sq. yards i.e. 123.84 sq. mtrs. in the Registration Dist. and Sub-Dist. of Mumbai City was originally owned by Narottamdas Arjun and Tulsidas Najabhai (Property No. 1).

Further, all that piece or parcel of land bearing Cadastral Survey No.1252, of Bhuleshwar Division about 174.89 Sq. yards i.e. 141.40 sq. mtrs. in the Registration Dist. and Sub-Dist. of Mumbai City was original owned by were original owned by Tulsibai Charitable Trust (Property No. 2).

Further, all that piece or parcel of land bearing Collector's Old No.523, New No.2541, Old S. No.3198, New S. No.1907, Cadastral Survey No.1253 of Bhuleshwar Division about 104.66 Sq. yards i.e. 87.51 sq. mtrs, in the Registration Dist. and Sub-Dist. of Mumbai City were original owned by Mrs. Kulsumbai w/o Salehat Shaikh Tyabbhai Kothari (Property No.3).

Further, by an Indenture Deed dated 11/08/1921, executed between Narottamdas Arjun and Tulsidas Najabhai, as the Vendors' and Tribhuvandas Bhimji and Amratal Bhimji as the Purchasers, whereby said vendors sold, transferred said property No.01 to the Purchasers, registered under Sr. No.4283-1921 dated 22/09/1921 and Final Registration Sr. No.3162-1921, at office of Sub-Registrar, Bombay.

Further, by an Indenture Deed dated 21/11/1930, executed between Trustees of Tulsidas Gopalji Charitable, as 'The vendor' and Tribhuvandas Bhimji and Amratal Bhimji, as the Purchasers, whereby said Vendor sold transferred said Property-2 to said Purchasers, registered under Sr.No.BOM-5366-1930 dated 12/12/1930, at office of Sub-Registrar, Bombay.

Further, by an Indenture dated 01/08/1935 executed between Mrs. Kulsumbai w/o Salehat Shaikh Tyabbhai Kothari, as the vendor and Tribhuvandas Bhimji and Amratal Bhimji, as the Purchasers, whereby said vendor sold transferred said Property-3 to said Purchaser, registered under S. No.BOM-3023-1935 dated 23/08/1935, office of Sub-Registrar, Bombay.

Further observed from Declaration dated 06/07/1955 that, above Property was purchased by Tribhuvandas Bhimji and Amratal Bhimji as an Asset and was treated as Property/ies of their Hind Undivided Family which carried on business of Jewelers at said Property.



Further observed that, Deed of Partnership 03/01/1949 was executed between (1)Ms. Tribhuvandas Bhimji Jhaveri (2) Amratlal Bhimji (3) Mrs.Monghibai Tribhowandas Bhimji,(4)Mrs. Monghibai Amratlal Bhimji (5) Ratilal Ms. Tribhuvandas Bhimji Jhaveri (6) Mangaldas Trihowandas Bhimji (7) Mr. Vrajlal Ms. Tribhuvandas Bhimji Jhaveri ,(8) Mr, Gopaldas Tribhowandas Bhimji and (9) Ramnikal Amratlal, registered under Sr. No.29324 dated 15/01/1949 and by Declaration dated 06/07/1955, all the assets of HUF business including Said Properties were treated as Assets brought in Partnership firm.

Further, by a Deed of Retirement dated 25/06/1955, Mrs. Monghibai Tribhuvandas Bhimji & Mrs Monghibai Amratlal Bhimji both retired from M/s. Tribhuvandas Jhaveri. after death of Amrnatlal Bhimji on 07.10.1957, Kishore Ratilal & Jitendra Ramniklal joined as partners of the Ms. Tribhuvandas Bhimji Jhaveri vide Deed of Partnership dated 04/12/1959.

Further, by a Deed of Retirement dated 04/12/1959, Ms. Tribhuvandas Bhimji Jhaveri and Mr Mangaldas Tribhovanadas Zaveri retired from the Partnership Firm.

Further, by a Deed of Retirement dated 14/08/1975, Mr. Ratilal Tribowandas Zaveri & Shri Vrajlal Tribovandas Zaveri retired from the Partnership Firm.

Further, by a Deed of Partnership dated 15/07/1976, Mr. Pratap Vrailal Zaveri with effect from 29.05.1976 & Mr. Pradeep Mangaldas Zaveri after attaining majority on 29.05.1977 were inducted as partners in the said Firm.

Further, the Partnership firm was converted in to Private Limited Company in name and style of M/s. Tribhuvandas Bhimji Zaveri Private Limited as observed from Certificate of Incorporation dated 24/07/2007 bearing Reg. No U227205MH2007PTC172598/2007-2008 issued by the Registrar of Companies, Maharashtra. By virtue of the provisions of the Companies Act, 1956 the said firm stood converted in to a limited liability and hence said properties which were owned by the said Partnership Firm Tribhavandas Bhimji Jhaveri now were owned by the Company M/s. Tribhuvandas Bhimji Zaveri Private Limited.

Further, a Deed of Declaration cum Indemnity dated 04/12/2008, was executed by Shrikant Gopaldas Zaveri, Binaisha Shrikant Zaveri and Raashi Shrikant Zaveri, registered under Sr. No BBE3-08852-2008 on 05.12.2008, at office of Sub-Registrar, Mumbai City-3.

Further, M/s. Tribhovandas Bhimji Zaveri Limited availed loan from time to time from Members of SBI Consortium by mortgaging the said property along with other properties. The last mortgage was created by executing a Registered Mortgage Deed dated 23/11/2023 executed between M/s. Tribhuvandas Bhimji Zaveri Limited and Shrikant Zaveri as the Mortgagor and State Bank of India as the Mortgagee, duly registered under Serial No.BRL7-19283/2023 by the Sub Registrar Borivali 7, the mortgagor mortgaged the said property along with other properties in favour of mortgagee to secure the loan amount of Rs.625,00,00,000/.



In view of the above, we are of opinion that M/s. **TRIBHOVANDAS BHIMJI ZAVERI LIMITED**, acquire/s valid clear, legal, marketable title in respect of the said property, subject to charge of members of SBI Consortium.

Yours truly,

For Rekha Nair & Associates


Rekha Nair
Advocate

Place: Mumbai





CHALLAN
MTR Form Number-6



GRN	MH007501401202425E	BARCODE			Date	29/08/2024-16:56:37		Form ID	
Department Inspector General Of Registration					Payer Details				
Search Fee					TAX ID / TAN (If Any)				
Type of Payment Other Items					PAN No.(If Applicable)				
Office Name BBE3_JT SUB REGISTRA MUMBAI CITY 3					Full Name		Rekha Nair and Associates		
Location MUMBAI									
Year 2024-2025 One Time					Flat/Block No.		CTS No. 1252 and 1253		
Account Head Details				Amount In Rs.	Premises/Building				
0030072201 SEARCH FEE				175.00	Road/Street		Bhuleshwar Division		
					Area/Locality		Mumbai		
					Town/City/District				
					PIN				
					Remarks (If Any)				
					Search from 1994 to 2001				
					Amount In	One Hundred Seventy Five Rupees Only			
Total				175.00	Words				
Payment Details STATE BANK OF INDIA					FOR USE IN RECEIVING BANK				
Cheque-DD Details					Bank CIN	Ref. No.	00040572024082999936		CK00DHPFP9
Cheque/DD No.					Bank Date	RBI Date	29/08/2024-05:28:55		30/08/2024
Name of Bank					Bank-Branch		STATE BANK OF INDIA		
Name of Branch					Scroll No. , Date		243 , 30/08/2024		

Department ID :

Mobile No. : 9309952849

NOTE:- This challan is valid for reason mentioned in Type of payment only. Not valid for other reasons or unregistered document

सदर चालन "टाइप ऑफ पेमेंट" मध्ये नमूद कारणासाठीच लागू आहे. इतर कारणासाठी किंवा नोंदणी न करवयाच्या दस्तांसाठी लागू नाही.

Validity unknown

Digitally signed by
DIRECTORATE OF ACCOUNTS
AND TREASURIES MUMBAI 02
Date: 2024.08.14 14:45 IST
Reason: GRAS Secure Document
Location: India

AT MUMBAI CITY - SUB REGISTRAR OFFICE

1993 **SUBJECT TO PAGES IN LOOSE / TORN/MUTILATED/CONDITION**
TO
2001

2002 **NIL**

To

2007

2008 **Deed of Declaration cum Indemnity**

Date:04.12.2008

SERIAL NO. BBE3-8852-2008

Regn:05.12.2008

Mr. Shrikant Gopaldas Zavari

Ms. Binasha Shrikant Zaveri

Ms. Rashi Shrikant Zaveri

And

Superintendent of Land Records

SCHEDULE:

All that piece or parcel of land bearing Collector's Old No.523, New No.2541, Old S. No.3198, New S. No.1997, Cadastral Survey No.1/1253 of Bhuleshwar Division about 149 Sq. yards i.e. 123.84 sq. mtrs. in the Registration Dist. and Sub-Dist. of Mumbai City-Property No.01.

All that piece or parcel of land bearing Cadastral Survey No.1252, of Bhuleshwar Division about 174.89 Sq. yards i.e. 141.40 sq. mtrs. in the Registration Dist. and Sub-Dist. of Mumbai City -Property No.02.

All that piece or parcel of land bearing Collector's Old No.523, New No.2541, Old S. No.3198, New S. No.1907, Cadastral Survey No.1253 of Bhuleshwar Division about 104.66 Sq. yards i.e. 87.51 sq. mtrs, in the Registration Dist. and Sub-Dist. of Mumbai City -Property No.03.

2009

To NIL

2024

Remarks:

Above Search Report is subject to Records at Sub-Registrar's Office, in torn/
mutilated/ not filed/ available conditions, for periods mentioned above.

MH007496319202425E	Government of Maharashtra	Regn. 39 M
Department of Registration and Stamps		
30 Aug 2024	Receipt	Receipt no.: 1113616827
	Name of the Applicant :	Rekha Nair and Associates
	Details of property of which document has to be searched :	Dist :Mumbai District Village :Bhuleshwar S.No/CTS No/G.No. : 1253
	Period of search :	From :2002 To :2024
	Received Fee :	575
The above mentioned Search fee has been credited to government vide GRN no :MH007496319202425E		
As this is a computer generated receipt, no stamp or signature is required.		
For Physical search in office, Please bring this receipt along with mentioned Gras Challan.		
Payment of search fee through GRAS challan can be verified on ' gras.mahakosh.gov.in/challan/views/frmSearchChallanWithOutReg.php '.		